

**CHAIN-OF-CUSTODY CERTIFICATION PROGRAM
FOR WOOD PRODUCTS**

QWEB-PTPB-V3

APPENDIX 3

**CONTRACTUAL AGREEMENT BETWEEN
THE QUEBEC WOOD EXPORT BUREAU (QWEB)
AND (NAME OF COMPANY)**

IMPLEMENTATION OF PHYTOSANITARY STANDARDS

CHAIN-OF-CUSTODY CERTIFICATION PROGRAM FOR WOOD PRODUCTS

CONTRACTUAL AGREEMENT

BETWEEN

THE QUEBEC WOOD EXPORT BUREAU (QWEB)

AND

(NAME OF COMPANY)

THE QUEBEC WOOD EXPORT BUREAU (QWEB)

Having its head office at

Herein represented by

And hereinafter called QWEB

AND (NAME OF COMPANY)

Having its head office at

Herein represented by

And hereinafter called

PREAMBLE

WHEREAS QWEB has been designated to administer a program, initiated by the Canadian and Quebec governments, which aims to encourage the wood products industry to implement and maintain chains of custody, namely for exported products that must meet phytosanitary standards set out by the Canadian Food Inspection Agency (CFIA), as part of the Canadian Heat Treatment Wood Products Certification Program (CHTWPCP) or the Canadian Wood Packaging Certification Program (CWPCP);

WHEREAS (**Name of company**) has applied to participate in this program, by completing the registration form for this purpose, and that this application has been accepted by QWEB;

WHEREAS for the preparation in view of implementing a chain of custody for exported products that must meet CFIA phytosanitary standards, QWEB shall engage the services of organizations recognized by the CFIA;

WHEREAS the Quebec Forest Industry Council (QFIC) is recognized by the CFIA;

WHEREAS QWEB has engaged the services of the CIFQ for the program's phytosanitary component;

WHEREAS the program includes a maximum of four days to prepare for the implementation of a chain of custody for products that must meet CFIA phytosanitary standards.

THE PARTIES HEREIN AGREE TO THE FOLLOWING:

1.0 COMMITMENT OF QWEB

QWEB shall engage the services of the QFIC for providing support to implement a chain of custody for products that must meet CFIA phytosanitary standards at **(Name of company)**, for the maximum amount established under this program.

These services aim to prepare **(Name of company)** to successfully pass the certification audit for phytosanitary standards.

2.0 COMMITMENT OF **(Name of company)**

The company agrees to sign an agreement with the organization chosen by QWEB, i.e. the QFIC, and to assume the costs for registering in the CFIA’s phytosanitary program, and see to it that this audit is conducted within three months after implementation.

3.0 DURATION OF AGREEMENT

The period during which the activities relating to the chain of custody’s implementation shall be determined following the arrangements made between the QFIC and **(Name of company)**. This agreement shall end with the registration of the company in the phytosanitary program.

4.0 PERSON(S) RESPONSIBLE FOR ACTIVITIES

The person(s) hired by the QFIC and responsible for carrying out the activities planned under the agreement herein is(are):

Mr. (Ms.)
Title :.....

Mr. (Ms.)
Title:.....

5.0 CONFIDENTIALITY

The person(s) identified in the previous section has (have) signed the document called *Declaration regarding ethics, confidentiality and the absence of conflicts of interest*. This document is included in Appendix 1. This appendix is an integral part of the agreement herein.

6.0 COMMUNICATION MECHANISM

The persons responsible for communications during this agreement are:

Mr. Jacques Gauvin, for Q-WEB.

Mr. (Ms.) for (**Name of company**)

7.0 MONITORING MECHANISM

The persons identified in the previous section are responsible for establishing a mechanism to monitor the agreement and ensure it is carried out properly. This mechanism may include meetings, phone calls and written communications.

8.0 AMENDMENT, CANCELLATION AND SUSPENSION

8.1 AMENDMENT

Any amendment to this agreement, during the period of the agreement, must be made in writing, with the consent of each of the parties.

8.2 CANCELLATION

QWEB may end this agreement at any time if it deems that (**Name of company**) fails to properly carry out the work set out in the agreement.

8.3 SUSPENSION

Each of the parties may, if it has reasonable grounds to do so, suspend the application of this agreement for administrative, analysis or discussion purposes between the persons responsible for monitoring the agreement. Any notice of suspension regarding this agreement must state the grounds for the suspension and the notice must be sent in writing within ten days.

The suspension may be lifted at a time agreed upon by the parties, or if QWEB cancels the agreement, according to the provisions above.

SIGNATURES

SIGNED IN QUEBEC,20.....

FOR QWEB:

Name....., title: CEO of QWEB or designated replacement

Signature

Name: Jacques Gauvin, Wood Products Traceability Manager

Signature

FOR (NAME OF COMPANY)

Name, title: Senior manager in the company or designated replacement

Signature

Name, title: Person responsible for program in the company

Signature

Appendix 1. *Declaration regarding ethics, confidentiality and the absence of conflicts of interest*